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Town Hall, Manchester.
February, 1934.

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The Solicitors' Journal

VOL. LXXVIII. **Saturday, February 24, 1934.** No. 8

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Current Topics.

Law and Religion.

LORD MACMILLAN, whose public utterances are invariably characterised by felicity of phrasing as well as by the presentation of truth in a new and interesting light, was discoursing recently in Edinburgh on "Law and Religion," a subject which he treated in masterly fashion, and his address, now available in a pamphlet published by the proprietors of the *Scottish Law Review*, is deserving of careful study. Pointing out how the whole of the Bible is permeated with legal phraseology, and instancing a passage from the sixth chapter of "Leviticus" as containing within its short compass a whole group of civil wrongs relating to deposit or bailment, partnership, deceit, trover, detinue and trespass where they are treated as the subject not only of legal reparation but also of spiritual atonement and forgiveness, he went on to say that even in the "Psalms," one of the least legal books of the Old Testament, he found the words "judge" and "judgment" employed over eighty times, the word "statute" twenty times, and the word "law" thirty times. At one time, as he said, the blending of theology and law both in England and in Scotland, but especially in the latter country, was very marked. To this day the rules laid down in the book of "Leviticus" on the subject of incest are part of the law of Scotland, and till comparatively recent days statements as to Christianity being part of the law of England were frequent on the lips of the judges. Chief Justice BEST said that "there is no act which Christianity forbids that the law will not reach; if it were otherwise, Christianity would not be, as it has always been held to be, part of the law of England." After quoting this, Lord MACMILLAN adds that a modern writer's comment on it is brief and pointed: "This is nonsense. For example, a man may do a selfish and malicious act on his own land on purpose to injure his neighbour, and the common law does not forbid it, so long as it is not a public nuisance. In like manner he may take advantage of the un-Christian doctrine of *caveat emptor*." It is true we have moved some distance from the old standpoint which regarded law and religion as almost synonymous terms, but more recently there has been observable a marked demand for a higher ethical standard. Thus, Professor JENKS in his work "The New Jurisprudence," says that "law may be defined provisionally as the force which makes for righteousness"; and it is not without significance that several recent writers on legal rights and obligations have protested against the doctrine laid down in *Bradford Corporation* v. *Pickles* [1895] A.C. 587, and we find Professor GOODHART declaring that sooner or later English law will have to be changed so as to include the principle laid down in s. 226 of the German Civil Code: "The exercise of a right which can have no purpose except the infliction of injury on another is unlawful," an enactment which at least seeks to embody what we know as the golden rule.

Law Students' Protest.

RELATIONS between examinees and examiners, it may be suspected, are not always of the most cordial description. Candidates who have been "plucked" think themselves hardly treated. One who had undergone this affliction explained that the examiner asked him all the wrong questions; another—in a law examination—cautiously countered each question with the non-committal answer, "it all depends," but even this did not avail him in the eyes of the examiner. As a rule the unlucky in examinations content themselves by bemoaning their untoward fate and hope for better things next time. A very different attitude is, however, revealed in a recent issue of the *American Bar Association Journal*, where we read that a body of law students in the State of California, who had been unsuccessful in a recent examination declined to take their defeat without a vigorous protest. It seems that the casualty list on the occasion in question had been on a devastating scale, so much so, as to lead the disappointed candidates to allege that they had had unfair treatment; and not content with this, they brought the matter by way of complaint before the Supreme Court of the State. After hearing parties the court decided that further investigations were necessary, but meanwhile an order was made that the unsuccessful candidates should be permitted to sit again this month instead of having to wait several terms before being allowed to submit themselves for re-examination. At least they have taken this much by their motion, and probably at the forthcoming sederunt, as our Scots' friends say, the examiners may see their way to temper justice with mercy. The situation is a novel one, and doubtless the outcome will be waited with much interest.

Attendance of Magistrates at Assizes.

THE suggestion made by ROCHE, J., at Maidstone Assizes on Monday that in future representative magistrates should be summoned to attend the assize courts, and the approval of the suggestion by the High Sheriff to whom the learned judge's observations were addressed, serves as a reminder that the sudden abolition of grand juries is by no means acquiesced in by all of His Majesty's judges or by a large number of those most intimately affected. As ROCHE, J., pointed out, the writ of assize commands the attendance of magistrates, coroners and others, but the practice of summoning them has fallen into disuse. Doubtless the reason was, in part, that grand juries have almost exclusively been composed of magistrates—at all events at assizes; and therefore it was unnecessary to summon them in their magisterial capacity. The value of having at all events a representative body of the local magistracy present has always lain in the opportunity given of considering and of making representations upon the administration of criminal justice. It was suggested by ROCHE, J., that there need be no compulsion in the matter, nor would it be necessary or desirable

for a large body to attend. The learned judge did not, however, indicate what, if any, opportunity would be given for any expression of opinion on the lines of the ancient "presentment" of which grand juries frequently availed themselves.

Maintenance for a Respondent in a Nullity Petition.

In *Edwards* v. *Edwards otherwise Cowtan* (*The Times*, 23rd January), the question arose as to a wife's maintenance after a successful petition by the husband for a declaration of nullity of marriage. The registrar submitted on the facts that the wife's petition for maintenance should be dismissed, and said there was no reported authority directly supporting such an application. Nevertheless, the President made an order for maintenance *dum sola*, and subject to review in two years time. Possibly the case of *Ramsay* v. *Ramsay* (1913), 108 L.T. 382, was not brought to the attention of the registrar, but that is direct authority that an order of maintenance in such circumstances could be made under the Matrimonial Causes Act, 1907, s. 1, now superseded by s. 190 of the Judicature Act, 1925. It was there argued that, whatever might be the case when the ground for the petition of nullity was impotence, the Act did not apply to a woman who, marrying bigamously, never could have been regarded as the wife of the petitioner. Bargrave Deane, J., held, however, that the Act enabled him to decree maintenance in favour of any woman respondent to a petition for nullity, brought for any reason. The Act of 1907 appears to have been passed in view of some hard cases, such as *Langworthy* v. *Langworthy* (1886), 11 P.D. 85, and *Bateman* v. *Bateman* (1898), 78 L.T. 472. The *Langworthy Case* was a notorious one at the time, the man having deceived the woman by a mock ceremony of marriage. He had considerable wealth, but the woman would have had no redress but for the circumstance that she had had a child by him. The Divorce Court judge declined to make the decree of nullity unless and until the man provided on a generous scale for the child, and the Court of Appeal affirmed his decision. *Bateman* v. *Bateman* was a similar case, except that the woman had married bigamously, the husband being ignorant of her second marriage. In practice, maintenance of a wife respondent to a successful nullity petition, as of a wife respondent to a successful petition for divorce, is and should remain something in the nature of a compassionate allowance, a bare subsistence to prevent the woman falling into further evil.

The Arbitration Bill.

After the lapse of nearly seven years from the issue of the report of the Committee on the Law of Arbitration, held under the chairmanship of Mr. Justice Mac Kinnon, a Bill embodying the main amendments recommended was introduced into the House of Lords on 6th February. It provides that an arbitration agreement is not to be discharged by the death of any party thereto, nor is the authority of an arbitrator to be revoked by the death of any party by whom he was appointed. Terms in contracts for the reference of disputes under the contract of arbitration are enforceable by or against the trustee in bankruptcy of any party if he adopts the contract. Powers are given to the court to appoint fresh arbitrators or an umpire when any such persons are removed by the court or their appointment is revoked by leave of the court. A reference to three arbitrators, the third to be appointed by the first two, is to be construed as an agreement to appoint an umpire. An arbitrator or umpire who does not use due dispatch may be removed by the court and forfeit his remuneration. The arbitrators or umpire are to have the same powers as the court with regard to ordering specific performance of any contract other than a contract relating to land or any interest in land. The court is given further powers also to make orders with regard to security for costs, discovery, interrogatories, evidence on affidavit and on commission and certain other interlocutory matters. Arbitrators or an umpire may and shall, if so directed by the court, state a point of law, an award or part of an award in the form of a special case. Unless the award otherwise directs, a sum directed to be paid under the award is to carry interest from the date of the award, and at the same rate as a judgment debt. A provision in an arbitration that the parties or any party is to pay their or his own costs is to be void. The court is given power to grant relief where an arbitrator is not impartial or where the dispute referred involves the question of fraud of any party. The Statutes of Limitations are to apply to arbitrators under the principal Act and under the Merchant Shipping Act, 1894, as they apply to proceedings in the court. Finally, s. 69 of the Solicitors Act, 1932 (empowering a court to charge property recovered or preserved in a pending proceeding), is to apply as if an arbitration is a proceeding in the court, and the court may make declarations and orders accordingly. These are the principal amendments proposed by the Bill, one of the chief objects of which, according to a memorandum printed together with it, is that of "obtaining due dispatch in the proceedings." If and when it becomes law this "speeding up" of arbitrations will be much appreciated by all concerned in the practice of arbitration.

Street Playgrounds.

The movement on the part of the London Committee of the National "Safety First" Association to secure the closing of certain streets to traffic in the poorer districts of London where there is a large juvenile population so that the youngsters who play about may do so in safety is one that will call out the sympathy of the public generally. The idea is that streets which are known to be playgrounds for children shall be closed to through traffic during certain hours of the day when the children are not in school; and that this shall be done only where there are no parks or other proper playgrounds for the children. It could, we think, be arranged without any undue inconvenience for this to be done; but the notices which would have to be fixed up warning drivers of vehicles would, we think, have to be of a distinctive character applicable both to the closing and the "open" hours; and if at the same time a general speed limit in such streets could be imposed that would all help to diminish the fatalities among children of tender age. In fact, we think that without much difficulty an extended "one way traffic" scheme could be applied to a large number of residential streets in the poorer districts of London and other large towns. Many of these streets are only needed for delivery by milk-carts and other tradesmen's vehicles.

Monuments in the Temple Church.

Visitors to London (among whom are many solicitors and law students) will find on looking in at the Temple Church that two of the ancient monuments which something like a century ago were removed in a general clearance of the church and stored on the triforium have been restored and placed on either side of the entrance to the nave. One is that of Edmund Plowden, under whose inspiration and guidance was built the famous hall of the Middle Temple which Queen Elizabeth opened in person. The other is that of Richard Martin, Recorder of London, who died in 1618, and was a special favourite of James I, being a renowned wit and friend of "rare Ben Jonson." It is to be hoped that other memorials of famous men may be brought out in due course and be restored to appropriate positions in the church. At the time of writing, masons are engaged in the porch reconditioning a large stone memorial to Littlewood, which is to be laid somewhere on the floor of the church. This stone has recently been taken from outside the church, on the west side. The stone, with its inscriptions, is of great interest and appears to be in an excellent state of preservation. The triforium of the Temple Church is not usually open to visitors, but rumour says that an expert has been for some time engaged in reconditioning many of the old monuments which contain memorials of many famous templars.

Use of Secret Information by an Ex-employee.

THE question is often asked—and it is not a very easy one to answer—how far can an employer prevent an ex-employee from using secret or confidential information or secret processes and methods of manufacture, the knowledge of which he has acquired in the course of his employment ?

A great variety of forms of agreement between employer and employee have been devised for guarding against the leakage or improper use of trade secrets, but unless the agreement is drawn by someone thoroughly conversant with this branch of the law, it is probably of little legal value. For the enforcement of an agreement of this character is beset with many difficulties.

One of the common mistakes is for an employer to make the prohibition too wide and general in its scope, not clearly differentiating between what is secret and what is not secret. Another common error is the failure to discriminate between the restraint which prohibits a man from *disclosing or communicating* what has been confidentially imparted to him, and the restraint which prohibits a man from *making use* of the information that has been imparted or acquired. Another distinction has to be observed between a prohibition designed to prevent a man from making use of tangible materials, such as working drawings, written formulæ, tables of measurements, laboratory note-books or other documents or materials which embody secret or confidential information and which the ex-employee may have taken away with him, and the prohibition which aims at restraining a man from making use of the scientific or technical knowledge which an employee carries away in his mind and memory in regard to his late employer's processes of manufacture or methods of business. There are numerous instances in the reports of injunctions being granted to restrain an ex-employee from using confidential *materials* obtained in his late employment to the detriment of his former employer, or for purposes other than those for which the materials were intended. *Robb* v. *Green* [1895] 2 Q.B. 1, 315, and *Tuck* v. *Priestly*, 19 Q.B.D. 629, are good examples of such cases.

A further distinction has to be borne in mind between the case of secret information *voluntarily* imparted by the employer under the bond of secrecy, and secret information which has been *dishonestly* or *surreptitiously* obtained by the employee.

One of the greatest difficulties which confronts an employer who requires his employee to enter into an agreement of this character is that of plainly specifying what is the secret or confidential matter to which the agreement relates. The difficulty is enhanced by an ambiguity inherent in the use of such expressions as " secret process," or " secret and confidential information."

An employer is clearly entitled, if he chooses, to treat all his processes and methods of manufacture and indeed all matters of business that go on within the four walls of his factory as secret or confidential. And if an employee signs an agreement whereby he undertakes not to disclose or communicate any of these matters to persons outside the factory, the agreement is one which the court would undoubtedly enforce by injunction, if necessary. But if the agreement goes on to say that the employee shall not, after leaving his employment, make use of any of the processes or methods of manufacture, very different considerations apply.

A process of manufacture which an employer treats as his secret may in fact be a process which a score of other manufacturers use. It is only a secret in the sense that the outside world does not know that this particular process is used by this particular manufacturer. If the employee, in ignorance that the process was known to and used by others, signed an agreement which precluded him in perpetuity from using this process after leaving his present employment, the courts would not, in my opinion, enforce such a contract.

If, however, the process were a secret process in the more absolute sense, namely, a process not known to others in the trade, the unique and special process of this particular manufacturer, then I see no reason why the court should not enforce an express undertaking on the part of an employee not to use this process so long as it remained a secret process.

But if the agreement seeks to impose a wider restraint than this and, characterising all the work upon which the employee is engaged as secret, seeks to impose a restraint which will thereafter prevent his using any of the processes or methods upon which he was engaged, such an agreement, if it were attempted to enforce it, could in my opinion be shewn to be invalid as being in conflict with the rule governing covenants in restraint of trade as laid down in *Morris* v. *Saxelby* [1916] 1 A.C., p. 688.

A consideration of what degree of restraint the law would or would not countenance in the case of express contract is helpful in determining what degree of restraint the law will imply as arising from the confidential relationship of employee to employer where there is no written contract. For it is certain that in the absence of express contract the law will not *imply* a greater degree of restraint than it would countenance if the agreement were reduced to writing and signed by the employee.

Further, in considering what covenant on the part of the employee the law would imply as arising from the master and servant relationship it is well to bear in mind the principle upon which unexpressed terms can be implied. The principle is stated with great precision and clearness in *Comptoir Commercial Anversois* v. *Sower Son & Co.*, L.R. [1920] 1 K.B.D., p. 868, by Lord Justice Scrutton, who says, at p. 899 : " The court ought not to imply a term merely because it would be a reasonable term to include if the parties had thought about the matter and because one party, if he had thought about the matter, would not have made the contract unless the term was included. It must be such a necessary term that both parties must have intended that it should be a term of the contract, and have only not expressed it because its necessity was so obvious that it was taken for granted."

These observations should be borne in mind by those employers who are sometimes apt to read rather large and comprehensive terms into the contract of employment.

When, therefore, it is asked whether an employee with whom there was no written contract can be restrained from making use of a particular process which his late employer claims to be a secret process, it is useful to bring this enquiry to the touchstone of these questions : What are the extent and limits of the restraint which it is suggested the relationship of employer and employee has imposed in the case under consideration ? Can they be precisely and definitely stated ? If they can be so stated, then consider whether, if a restraint to this extent had been the subject of an express contract, it would have been enforced having regard to the principles indicated above. Consider also whether the restraint to the extent specified was obviously necessary as a term of the contract of employment.

An example will illustrate the importance of the last test. If an employer says to his employee : " Remember that all that you are about to see or learn in this room is secret." It may well be that if an employee is then given access to that room it is obviously on the undertaking that he will not *divulge* what he sees or hears to anyone else. But is it also an obvious and necessary implication that he undertakes never at any time thereafter to *make use of* any of the methods and information so disclosed to him ? I think not.

The court has in the past drawn a distinction between the case of an employee who dishonourably or surreptitiously obtains knowledge of some process which his employer treats as secret, and the case of an employee to whom the secret process is voluntarily confided by his employer. In the former case the court has granted injunctions restraining the

ex-employee from using the process. This was done in *Morrison* v. *Moat*, 9 Hare 241; *Liquid Veneer* v. *Scott*, 29 R.P.C. 639; and *Amber Size* v. *Menzel*, 30 R.P.C. 433.

I know of no case, however, in which an employee, who has been instructed in or has learnt a process with the consent of his employer, has subsequently been restrained by the court from using such knowledge of the process on the ground that the employee was told it was a secret process and that there was an implied undertaking on his part not to use it after leaving that employment.

Indeed, there is judicial authority for saying that the court would not grant any such injunction.

In *Morris Ltd.* v. *Saxelby*, L.R. (1915), 2 Ch. 88, Joyce, J., sitting in the Court of Appeal, said: "The statement of claim, however, asked for an injunction not merely against such acts as were expressly mentioned in the first clause, but further against using such information acquired by the defendant, and so on, and would include, I suppose, making use even in the defendant's own mind, possibly unconsciously without divulging any fact to another person. No such injunction as this against using information could or ought to be granted unless there were an express agreement in terms to that effect—that is against using such information—which there is not here, even if such an injunction could then be granted." Joyce, J., also referred to a similar expression of opinion by Kaye, L.J., in *Lamb* v. *Evans*.

These observations of Mr. Justice Joyce were quoted and followed by Bennett, J., recently in *United Indigo Chemical Co. Ltd.* v. *Robinson*, 49 R.P.C., p. 178—a case in which the plaintiffs sought to restrain the defendant, their former chemist, from using certain processes of manufacture which they alleged were their secret processes. The learned judge, without deciding whether the process could or could not be considered to be a secret process, found that the defendant, at any rate, was not told that he was going to be put into possession of secret knowledge, and that the court could not restrain him by injunction from using knowledge of the process which he could not help acquiring and which in that way had become his own.

In the case of *Reid & Sigrist Limited* v. *Moss*, 49 R.P.C., p. 461, decided by Luxmoore, J., in June last, an injunction was granted restraining a draughtsman who had been in the employ of the plaintiffs, *inter alia*, from *using* any methods of construction or features of design of Turn indicators for use in aeroplanes evolved or developed by the plaintiffs and made known to the defendant or evolved by him whilst in the employment of the plaintiffs.

The basis of this injunction was, however, an express contract by which the defendant agreed that "all work whilst in our (plaintiffs') service to be secret and confidential and the *property* of the company." The matter was complicated by the fact that the defendant had applied to patent certain of the methods of construction and features of design of Turn indicators to which the injunction referred, and the court held that these patent applications could only be held by the defendant as trustee for the plaintiffs. The position was, therefore, that if and when the patents were granted, the defendant could not use these methods without infringing the plaintiffs' rights.

If, however, the injunction purports to restrain the defendant in perpetuity from using these methods of construction irrespective of the existence of patents, it goes beyond any injunction granted in previous cases and conflicts, in my submission, with the principles enunciated in the cases above referred to in which the courts have declined (in the absence of an express agreement not to use some particular secret process) to restrain an ex-employee from using secret or confidential information or processes the knowledge of which he has naturally and properly acquired during his late employment.

Mr. Ernest Humbert, solicitor, of Oxshott and Gray's Inn, left £67,510, with net personalty £63,585.

The Landlord and Tenant Act, 1927.

COUNTER-CLAIMS THEREUNDER AND OTHERWISE.

[CONTRIBUTED.]

UNDER the sub-title "A Real Conundrum," an article appeared (76 SOL. J. 614), wherein it was most forcefully argued that counter-claims are not in law permissible under the Landlord and Tenant Act, 1927, and that County Court Order 50B, r. 9 (1), on its very face, goes far beyond the provisions of s. 11 of the Act, for the very purposes of which it would yet seem to have been expressly framed.

It was pointed out (*inter alia*) that s. 11 deals solely with "Right to make Deductions," words sufficiently appropriate to a set-off, but inappropriate to a counter-claim; and it was urged that, to bring the rules *intra vires*, r. 9 (1) should be amended: By the deletion of all the words presently following the words "and also," and: By the substitution therefor of the following words, namely, "*in all cases to which Section* 11 *of the Act applies, a statement* (*with particulars*) *of any set-off which he may have under such section*"; and r. 10 should be deleted.

It was conceded that from the practical point of view there might have been something to be said in favour of Parliament allowing counter-claims to be permissible, and, further, that in certain cases landlords' counter-claims, based on breaches of covenant to repair, had not in fact been objected to by the plaintiff-tenant; but, as was clearly shown, the matters thus conceded proved nothing at all; and the view expressed was that r. 9 (1), in so far as it relates to counter-claims, is *ultra vires*, and that r. 10 was, in consequence, of no force.

Mr. L. G. H. Horton-Smith, in his Second Report upon the Working of the Act, published by the Referees (Landlord and Tenant Act, 1927) Association in December, 1932, at pp. 37 and 45, pursues the matter further, and (at p. 37) he writes: "The convenience of allowing a counter-claim may be freely admitted. But that is not the point. The Statute is before us. It is that with which we have to deal and not with convenience." And, as will be seen from p. 45, the view to which he adheres is that given above.

Brown v. *Bushell.*

So much by way of preface to a recent and interesting case—*Brown* v. *Bushell*—wherein a counter-claim based on the Landlord and Tenant Act, 1927, was filed in an action brought by a landlord for possession, and wherein His Honour Judge Barnard Lailey, K.C., sitting in the Aldershot County Court, gave his judgment on the 15th December (reported in the *Aldershot News* of the 16th December), 1933.

The plaintiff therein brought an action for possession of Holly Lodge, Stratford-road, Ash Vale, arguing that the house was de-controlled under the Rent, etc., Act, 1933. With the latter question we are not concerned. That which concerns us is that the defendant "claimed that part of the premises were used for business purposes, and that if he had to leave he would require £200 compensation."

The learned judge had, of course, no difficulty in disposing of such a counter-claim. "A claim for compensation under the Landlord and Tenant Act, 1927, must," he said, "be commenced as laid down in the Act, and"—to continue with his words as reported—"had to be dealt with by a Referee, and compensation could not be ground for a counter-claim."

Be it respectfully stated that the learned judge went too far—if correctly reported—in saying that a claim for compensation had to be dealt with by a Referee. For the judge can, in certain circumstances, deal with such claim himself. (See s. 21 (2) and County Court Ord. 50B, r. 11.) There is, indeed, one county court judge who, it is said, has never yet availed himself of the assistance of a Referee.

His Honour was, however, clearly right in holding that a tenant cannot file a counter-claim for an award of compensation under the Landlord and Tenant Act, 1927, asking that the same be ascertained otherwise than by the tribunal appointed

for the purpose by that Act and otherwise than as by that Act is specifically enacted or prescribed. A claim for such compensation must and can only be ascertained in proceedings (s. 21), i.e., in an action (see County Court Ord. 50B, r. 5 (1)) commenced under that Act, and such proceedings (i.e., action) can only be commenced effectively if the tenant has fulfilled all the conditions precedent imposed by the Act. (See s. 4 (1).)

Section 11 (2).

Supposing, however, that the tenant has taken the proper steps under that Act and has obtained an award of compensation thereunder (say, the £200 asked for by the tenant in the case under notice), then s. 11 (2) of the Act will clearly apply, so as to enable the tenant to " deduct " that sum, or so much of it as may be necessary for the purpose, " out of any money due to the landlord from the tenant under or in respect of the tenancy " ; and this, obviously, without prejudice to his other remedies in respect of the balance of the sum so awarded.

If no money is due to the landlord from the tenant under or in respect of the tenancy, there is nothing whereout the tenant can deduct the compensation to which he has established his right, and s. 11 (2) has in consequence no application, and the tenant must resort to his other remedies in respect of the Tribunal's award in his favour.

Company Law and Practice.

Receivers.—II.

LAST week I referred to the two cases in which receivers had been appointed by the court where there were no debenture-holders' actions pending, and I made certain observations of a fairly general character as to appointments made in such cases, and what the effect might be. This week I want to go into the details of the two cases.

Earlier in point of time is the decision of Malins, V.-C., in *Trade Auxiliary Co.* v. *Vickers*, 16 Eq. 303. I will deal with it first. The report is not very clear on what appears to be a point of vital, or at any rate, considerable importance, namely, whether the company was plaintiff. The title of the report certainly suggests that the company was plaintiff, while the body of it seems to say that the company was both plaintiff and defendant. Let me quote from the opening paragraph of the report :—

> " This was a suit instituted in the name of the Trade Auxiliary Company and several of the shareholders . . . against Thomas Vickers . . . Richard Hartley . . . , the company, and Charles Senior . . ."

That appears to be an unequivocal statement to the effect that the company was both plaintiff and defendant. But the same person cannot be plaintiff and defendant in the same action (*Ellis* v. *Kerr* [1910] 1 Ch. 537 ; *Re Phillips* [1931] W.N. 271) ; however, the point does not seem to have been raised in the *Trade Auxiliary Co.'s Case*, though it certainly seems plain that the company was plaintiff, at any rate, otherwise the report could hardly have received the title it did.

There appear, in that case, to have been disputes as to the constitution of the governing body, and, on one of the directors proceeding to the company's offices, another of the directors, who was occupying a strategic position inside the offices, together with the company's sub-manager, refused to withdraw, and eventually they closed the office doors against the director seeking to get in. But the latter gentleman was evidently a person of determination, for he, though repulsed, was not defeated, and having himself obtained, or his supporters having obtained, the aid of some Irish labourers, the offices were carried by storm with the aid of crowbars, and attempts made to exclude the lately besieged.

But even this signal victory did not satisfy the erstwhile outcast, for he proceeded to file a bill in equity against his opponents, and to wield this new weapon with a vigour at least equal to that employed in the use of the more humble instruments which proved so effective on the office doors. Having filed the bill, the plaintiffs launched a motion asking for the appointment of a receiver till a proper board of directors could be constituted. The report states (and in view of the facts one can well believe the truth of the statement) that the motion was very hotly contested both before the Vice-Chancellor and on appeal before the Lords Justices, but ultimately an order was made appointing two receivers until such time as a meeting could be held to constitute a proper governing body for the company. It is by no means clear from the report why there was not a proper governing body ; but that seems to have been the view taken.

However, the receiver was appointed, and was eventually discharged when a proper governing body had been appointed. Let us see what Malins, V.-C., said (and be it noted that this is not what he said when appointing the receiver—for we have no record of what his words were on that occasion—but at a later stage, when the costs of the suit came to be considered). At p. 305 he says : " . . . The court will not interfere with the internal affairs of joint stock companies unless they are in a condition in which there is no properly constituted governing body, or there are such dissensions in the governing body that it is impossible to carry on the business with advantage to the parties interested. In such a case the court will interfere, but only for a limited time, and to as small an extent as possible."

On an earlier page in the same volume Sir Richard Malins refers to the same topic, in the case of *Featherstone* v. *Cooke*, 16 Eq. 298, though that was not a case in which he actually appointed a receiver. He does, however, compare the case of quarrels between partners with quarrels between directors, a comparison which I should venture to suggest is of little assistance. " If a state of things exists," says the learned Vice-Chancellor at p. 301, " in which the governing body are so divided that they cannot act together, and there is the same kind of feeling between the members as there is frequently in the case of private partnerships, it is clearly within the rule of this court to interfere, and it will do so." He then refers with approval to his appointment of a receiver in *Trade Auxiliary Co.* v. *Vickers*.

After the case of *McDougal* v. *Gardiner*, 1 Ch. D. 13, this decision of Sir Richard Malins came in for some criticism ; particularly one may refer to the criticisms in " Buckley," 10th ed., p. 631, note (*i*), and in " Lindley," 6th ed., vol. I, p. 778, note (*d*). Last week I advanced certain questions which appeared to be perhaps material in considering whether or not the appointment of a receiver was proper in such a case, and I do not want to repeat myself, but such an appointment is certainly a substantial interference in the internal affairs of a company.

Now as to the second case, *Stanfield* v. *Gibbon* [1925] W.N. 11. There can be no such stirring recital of facts as in *Trade Auxiliary Co.* v. *Vickers*, but it should be noted that the company was again plaintiff. It was alleged that the defendants, who were directors of the plaintiff company, had issued a debenture to one of their number as part of a scheme for excluding one of the individual plaintiffs from control of the company, and had also excluded this gentleman from performing his duties as a director. There was the further allegation (and it seems on this that the relief sought on the motion was actually granted) that no directors' meetings had been held for upwards of four months, and that the defendants had so abandoned their duties as to seriously jeopardise the conduct of the company's business.

Some four months after that action was launched, a receiver was appointed in a foreclosure action commenced by a mortgagee of the company's business premises, and after or about the time of that appointment, the plaintiffs launched their motion for the appointment of a receiver and manager, which was not opposed. P. O. Lawrence, J., as he then was,

stated that he had jurisdiction to appoint a receiver and manager in a case where disputes between the directors had led to a dereliction of the management of the company's affairs, and made the appointment asked for. I do not say that I think this decision is wrong, but it does at least need the most careful consideration, for it is at least arguable that it conflicts with the ordinary principles applicable to limited companies. In the *Trades Auxiliary Case*, the increased costs incurred by the appointment of a receiver had to be considered, and this is a further point of some substance on the general question.

The cases above cited are, so far as I know, the only ones in which the question has arisen to the extent of being reported, and I cannot help feeling that if this was an absolutely sound method of procedure, there would be more reported cases in which it would appear to have been done. Anyway, the subject is a thoroughly interesting one, and perhaps it will one day receive further consideration at the hands, or rather heads, of the Court of Appeal.

A Conveyancer's Diary.

Effect of s. 33 of the Wills Act, 1837.

A MAKES a will in 1900 and gives his estate as to one-fourth to his son X. A dies in 1933. X has died intestate in 1920, leaving issue, some of whom survive A. Does s. 33 of the Wills Act make this asset distributable under pre-1926 or post-1925 law?

That is a problem that has been put to me by a learned friend, who says that he has met with the difficulty in several cases, and suggests it to me as one upon (or as he puts it, "round about") which I might write.

At first sight I must say that I thought that the asset must be distributed in accordance with the A.E.A., 1925, that is to say, the "post-1925" law, and on consideration I still think so, although there are undoubtedly difficulties to be encountered which in some circumstances would lead to rather curious results.

I must set out s. 33:—

> "Where any person being a child or other issue of the testator, to whom any real or personal estate shall be devised or bequeathed, for any estate or interest not determinable at or before the death of such person, shall die in the lifetime of the testator, leaving issue, and any such issue of such person shall be living at the death of the testator, such devise or bequest shall not lapse, but shall take effect as if the death of such person had happened immediately after the death of the testator, unless a contrary intention shall appear by the will."

One very nice point arises on the construction of this section which even now can hardly be said to have been satisfactorily decided. Suppose a legacy by A to his son B, who dies in the lifetime of A, leaving a son C, who also dies in the lifetime of A, leaving a son D. Does the section operate to prevent a lapse? In such a case the "issue" would strictly under the wording of the section mean C, who was the only issue surviving B. Yet it would seem that the word "issue" is to be construed in a wider sense so as to include all the issue of whatever generation and not to indicate only those who happened to be alive at the death of the legatee. (See *Re Parker* (1860), 1 Sw. & Tr. 523.) Lord St. Leonards, however, maintained that the decision in that case was wrong, and that some of the issue living at the death of the legatee or devisee must be living at the testator's death (Sug. R.P.S. 392).

It would be an interesting point to argue, but, of course, the circumstances could rarely arise, and that, no doubt, is why there has been no very satisfactory authority upon it.

There are many other points which arise under this section, and I cannot pretend to even mention all of them, but I am led by it to say, once again, that I do not like "legal fictions." In the long run, however well-intentioned, they almost invariably lead to trouble. My brother and I own a little bit of land. We can stand upon it; we can let it to anyone we like, or if we do not desire to let it we can in turn or together shoot over it or live upon it. That land is our land. But the law tells us that it is not—we have no interest in the land but only in the proceeds of sale of it. That is a ridiculous fiction which has led to the most manifest injustice in many cases to which I have referred in former articles.

Now, we have to consider another "fiction" created by statute.

I do not say that the fiction was not well meant, but I do say that there never should have been any fiction at all. I dislike fictions and distrust them in any shape or form.

One point which occurs to me as I write is this: Take the illustration with which I began and suppose that X left a widow who, upon his death intestate, became entitled to and was paid £500 under the Intestate's Estates Act, 1890, would she be entitled to be paid a further sum of £500—or if the fund permitted of it, a further £1,000? That is a question which may, perhaps, be answered, but the more difficult question arises as to the debts of X, which presumably would, if not already paid, be payable out of the legacy left by the testator, although X has long since been dead and some of the debts might have become statute-barred.

There are some interesting cases on this section. In *Eager* v. *Furnival* (1881), 17 Ch. D. 115, it was held that, where a testator devised real estate to his daughter who predeceased him intestate leaving a child, the husband of the daughter was entitled to a life interest in the property as tenant by the curtesy, although he could not have obtained seisin on the death of his wife.

Whilst the legacy or devise is saved from lapse, it devolves subject to any restriction or obligation which would have applied to it if in fact the legatee or devisee had survived the testator.

So, in *Pickersgill* v. *Rodger* (1876), 5 Ch. D. 163, where a testatrix devised real estate to a son and bequeathed or purported to bequeath a sum of money which belonged to her four children to two of them, the representatives of the devisee were put to their election in the same manner as he would have been if he had in fact survived the testatrix.

Another case is *Re Hone's Trusts* (1883), 22 Ch. D. 663. There a testator gave his residuary estate to his children in equal shares and directed that the share of his daughter Mrs. B, if she survived him, should be subject to the trusts of her marriage settlement, and paid to the trustees thereof. Mrs. B died in the testator's lifetime but left a child surviving him. Her husband, having taken out letters of administration to her, claimed her share. It was held that, under s. 33, Mrs. B must for all purposes of the will be taken to have survived the testator, and that the share must be paid to the trustees of the marriage settlement and not to the administrator.

Re Hensler; Jones v. *Hensler* (1881), 19 Ch. D. 612, was rather a curious case. A father by his will devised a freehold house to a son, and his residuary real estate to trustees in trust for other persons. The son died in the father's lifetime leaving issue living at his father's death and having by his will devised all his real estate to his father. It was held that, as under s. 33 of the Wills Act, the son must be deemed to have survived the father, the property passed to the son absolutely under his father's will and became subject to the testamentary dispositions of the son. But that as by the will of the son the property was devised to his father, the devise of the son failed and his heir-at-law was entitled to the property.

In *Re Allen's Trusts* [1909] W.N. 181, the facts were that R. Allen, by his will dated the 31st December, 1871, devised three freehold houses upon trust for his wife Sarah for life, and after her death upon trust for sale, and to divide the

net proceeds (in the events which happened) equally between his two sons Richard and George and his daughter Harriet Iffinger, and gave the residue of his estate to his wife. The testator died in 1902 and his widow died in 1903. The surviving trustee of the will sold the freeholds in 1904 and paid into court a sum representing the share of Harriet Iffinger, who had not been heard of for many years and was believed to have lived in America. It appeared, however, that Harriet Iffinger had died in 1876 intestate, leaving her husband and two children surviving her, that her husband died in 1899, and that the two children were still living. The question was whether, having regard to s. 33 of the Wills Act, the next of kin of Harriet Iffinger were to be ascertained at the date of her actual death in 1876 or at the date of her notional death, i.e., immediately after the death of her father in 1902. It was held that Harriet Iffinger must be deemed to have died immediately after the death of the testator, for the purposes of the bequest, and her next of kin must be ascertained at that date. Consequently her two children were her next of kin and were the proper persons to take out representation to her. The estate of her husband, therefore, did not benefit.

Landlord and Tenant Notebook.

Entry by Stages.

PROBLEMS arising out of tenancies under which the tenant is let into possession first of one and then of another or the other part of the premises are nothing new. The phenomenon is, of course, common in the case of farms. The trouble happens not at the time of entry, but when it is time to go; and then, not necessarily in the form of a claim for trespass or breach of covenant of quiet enjoyment, but in the guise of a challenged notice as to compensation. In view of modern legislation, which tends to regard the contract between landlord and tenant far more than the estate—and in view of the minimum one year's notice to quit an agricultural holding and the statutory restrictions on disposal of hay and straw during the last year, it is safe to say that many of the older decisions have lost much of their authority. Without going further back than the beginning of the last century, when Lord Ellenborough laid down the main principle on three occasions within a few years, it will be seen that altered conditions have necessitated a fresh outlook.

The main principle was that the court must ascertain, as a question of fact, what is the "substantial date of entry," and must do so by examining the nature of the property and object of the lease and so decide which was the principal and which the "accessorial" part of the premises demised. If the instrument provided for entry on the accessorial part first, the tenancy ran from the second date, and *vice versa*. Thus, in *Doe d. Strickland* v. *Spence* (1805), 6 Ea. 120, an action of ejectment, the agreement was for entry on the tillage lands at Candlemas (2nd February), the house and the rest of the premises at Ladyday; rent was payable at Michaelmas and Ladyday. Notice to quit "at the end of the year" having been given on a 23rd August was held to be valid for Ladyday, that being the "substantial date of entry." Lord Ellenborough pointed out that if the landlord had to give notice earlier, the tenant would probably get a second crop of hay to the detriment of the land; all the arrangement effected was that an incoming tenant had a right of pre-entry, which he was bound to accord to the next incomer when under notice to quit. Next year a case came up for decision in which the subject-matter was not a farm; at first sight it appears to have been a little of everything, as there were meadows, a manufactory, and coal mines; from the judgment, however, it appears that the property was a bleaching works. In this case, *Doe d. Bradford* v. *Watkins* (1806), 7 Ea. 551, there were three dates of entry: meadowland at Christmas, pasture at Ladyday, houses and buildings and the rest on 1st May; rent was payable half-yearly, Pentecost and Martinmas. Lord Ellenborough decided that the manufactory and buildings were the "substantial part," so that notice to quit given in September for 1st May was good. The same rule was applied by him in *Doe d. Heapy* v. *Howard* (1809), 11 Ea. 498, in which a rule had been obtained and counsel sought to impeach the finding of a judge of assize that land (entered at Candlemas) was the accessorial part of premises to the house (of which possession was taken on Mayday); his lordship said this was a question of fact, and could have been left to the jury; but counsel having acquiesced in the judge's action, could not raise the point on appeal. The same thing happened in *Doe d. Kindersley* v. *Hughes* (1840), 7 M. & W. 141.

But, for authority on the present position in the case of agricultural holdings we must consult *Swinburne* v. *Andrews* [1923] 2 K.B. 483, C.A. The effect of the provision in what is now s. 12 (7) (*b*) of A.H.A., 1923, that notice of a claim for disturbance must be given at least a month before the determination of the tenancy, and of that in s. 57 (1) by which the determination of the tenancy means the cesser of the contract of tenancy, was explained; as was the effect of the proviso to s. 16 (2), extending the time for supplying the landlord with particulars of a claim in respect of part of a holding of which the tenant "lawfully remains in occupation" after the termination of the tenancy. The facts were that a yearly tenancy was granted by an agreement giving as commencement the 6th April, 1905, except certain fields which, together with the two dwelling-houses, gardens and outbuildings were to be taken from 13th May. The tenant covenanted to deliver up the tillage land not required for his away-going crop immediately after harvest when leaving. Notice to quit was given in 1921, to expire on 2nd February, 1922, or whenever it could expire. On 11th April the tenant gave notice of intention to claim for disturbance, and the county court judge, much impressed by the older authorities, and considering that the case was met by the proviso to what is now s. 16 (2), *supra*, ruled that he was out of time. This ruling was reversed by the Court of Appeal, where stress was laid on the "cesser of contract" provision, and it was pointed out that, however small the proportion the tenant retained between 6th April and 13th May, that occupation was referable to a contract of tenancy not yet determined. The proviso referred to above was held not to affect the case. Presumably then, it applies only when the tenant continues to occupy part as a tenant at will or sufferance; for "lawful" occupation is a condition precedent to the qualified extension of time.

Our County Court Letter.

TRANSFER FROM COUNTY COURT TO HIGH COURT.

AN interesting point of practise arises under s. 203 of the Judicature Act, 1925, which relates to the transfer from the County Court to the High Court of actions where a defence or counter-claim involves matters beyond the jurisdiction of the County Court.

Sub-section (1) is the relevant provision:—

"Provided that—

"(1) It shall be lawful for the High Court, or any Division or judge thereof, if it be thought fit, on the application of any party to the proceeding, to order that the whole proceeding be transferred from the inferior court to the High Court or to any Division . . . and the proceeding shall thenceforth be continued and prosecuted in the High Court as if it had been originally commenced therein."

An application was made in a District Registry by a defendant to transfer an action from the County Court to the King's Bench Division of the High Court under this sub-section. The Registrar dismissed the application for want

of jurisdiction, saying that it seemed to him that there would be nothing to prevent either party from making a similar or other application in any other District Registry in the country.

It is submitted with respect that this decision was correct. The powers of a District Registrar are defined in Ord. 35, r. 6, of the Rules of the Supreme Court: "Where a cause or matter is proceeding in a District Registry, the District Registrar may exercise all such . . . jurisdiction as a judge at chambers, except such as . . . a master is precluded from exercising." Although a Master could transfer under s. 203, sub-s. (1), a District Registrar cannot, since the cause or matter, being a County Court action, is not proceeding in a District Registry.

Reviews.

The Modern English Prison. By L. W. Fox, M.C., Assistant Commissioner and Inspector of Prisons. 1934. Demy 8vo. pp. xiv and (with Index) 263. London: George Routledge and Sons, Ltd. 10s. 6d. net.

Hitherto it has been exceedingly difficult to find concise and authentic information on the subject of English prisons. The want no longer remains; this book has satisfied it. The story told is the development which started with the simple conception of imprisonment as a mere deprivation of liberty and which, giving rise to so many theories of punishment or reformation, has attained the complicated system of the present day. Though comparatively short, this work would claim none of the qualities of easy reading and those who would profit by it must be prepared to appreciate, and if possible to digest, a copious helping of statistics touching every aspect of the subject and bringing the discussion well up to date. One topic dealt with which should give everyone connected with the administration of justice matter for meditation is the author's criticism of the futility of very short sentences. A curious confirmation of this view was witnessed a few days ago at the Nottingham Quarter Sessions, when a prisoner expressly asked for a longer sentence in order that he might learn a trade. The comprehensive and scientific planning of this book makes it the perfect counter-balance and antithesis to much that is written on this subject from a point of view, practical indeed, but lacking the material for a wide survey.

The Local Government Act, 1933. By H. Samuels, of the Middle Temple and Northern Circuit, Barrister-at-Law. 1934. Royal 8vo. pp. lxii, xvii and (with Index) 290. London: Eyre & Spottiswoode (Publishers) Ltd. 12s. 6d. net.

Among the numerous volumes which have appeared dealing with the subject of this important statute, none that we have seen bears evidence of more careful preparation than the volume before us. It is one thing to reprint a statute bodily with a few passing annotations. It is quite another thing to explain in detail the changes which it is bringing about, to classify them and estimate their effect, and particularly to compile an index to a statute such as will enable the busy practitioner to ascertain in what way it may affect the particular topic he may be concerned with. The learned author had succeeded in producing on these lines a work that will be found of great assistance to members of both branches of the legal profession, and also to members of local government bodies affected by the changes which the Act has brought about. The most valuable part of the book is the chapter setting out in detail all these changes with references to the sections by which they have been affected. The table of comparisons by which this chapter is supplemented is an excellent method of making easy the task of comparing the new statute with the widely-scattered provisions of other statutes which it replaces.

Meetings. Law and Procedure. By Frank Shackleton, F.C.I.S. 1934. Demy 8vo. pp. xxx and (with Index) 435. London: Sweet & Maxwell, Ltd. 15s. net.

This is an exhaustive work dealing with every kind of public, Parliamentary, municipal and company and other meetings. It is intended primarily for students entering for the various secretarial examinations, and covers the requirements of the different examining bodies as shown by specimen sets of questions forming an appendix to the work. In addition to an exposition of Parliamentary procedure, there are chapters relating to the different matters which arise in the conduct of meetings, qualifications and duties of a chairman, the preservation of order in debate, the agenda of business, and a large fund of information relating to the procedure at meetings of joint stock companies and of their directors, creditors and winding up meetings, and there is a useful dissertation on the law of libel and slander. A substantial list of decided cases bearing on the subject and a table of statutes complete what is likely to prove a very serviceable volume.

The Professions. By A. M. Carr-Saunders and P. A. Wilson. 1933. Demy 8vo. pp. viii and (with Index) 536. Oxford: The Clarendon Press; London: Humphrey Milford, Oxford University Press. 25s. net.

This volume analyses and describes in a very interesting and readable manner the organisation and position, at the time of publication, of the various professions in England and Wales. Events move so quickly, however, in the professional world that, as the authors admit in their preface, certain passages have already become out of date and some important steps have been taken that are not mentioned. Turning to the general make-up of the book we find that it is divided into four parts. The first part, of which fifty pages are devoted to the legal profession, contains a detailed and historical study of more than thirty professions and vocations; the second describes the evolution of modern professions; in the third part there is an analytical discussion of professional organisation and of relations between the professions, the public and the State; the fourth consists of a chapter on "Professionalism and the Society of the Future." Every profession lives in a world of its own, and the authors say that they themselves have been mere hurried visitors to the homes of others. They plead, therefore, for the indulgence of readers who belong to one of these worlds, should they fail to speak, when describing it, as though they also resided there. Their task, however, has been well done. They have succeeded in covering a wide field in an extremely interesting way.

Books Received.

Catalogue of the Coins of Great Britain and Ireland. 1934 Edition. London: B. A. Seaby Limited (Numismatists). 1s. 3d. net.

Law and Religion. By The Right Hon. Lord Macmillan, 1934. Edinburgh and Glasgow: William Hodge & Co., Limited. 1s. net.

The Pace that Kills. By T. C. Foley. 1934. London: Public Affairs News Service. 1s. net.

Tulane Law Review. Vol. VIII. No. 2. February, 1934. New Orleans: The Tulane University of Louisiana. Subscription: $4.00 a year. Single copy, $1.00.

Georgetown Law Journal. Vol. XXII. No. 2. January, 1934. Washington: Georgetown Law Journal Association. Subscription: $2.50 per annum. 75 cents per number.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London and Liverpool.]

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Income Tax—Husband's Liability for Wife.

Q. 2928. A, a married woman, living with her husband, was possessed of separate estate yielding untaxed income which was not disclosed by her husband in his annual returns for income tax purposes. A recently died intestate, and the income tax authorities then got to know of the untaxed income, with the result that the husband has been assessed and paid tax in respect of a period of years. Can any proportion of the tax paid by the husband be recovered by him from the intestate's estate, and, if so, what method should be adopted to arrive at the amount so recoverable? Please cite authorities.

A. Where husband and wife are living together the income of both is treated as that of the husband (r. 16) and the only result of adding the wife's income to his own is to reduce the statutory allowances. The result is that A's husband received more rebate for allowances than he was entitled to, and his estate is liable to the limit of six years to make good the deficiency, and he has no claim against A's estate.

Land Drainage Act—Occupier's Right to Claim in Agricultural Arbitration.

Q. 2929. In an arbitration at the termination of the tenancy of a farm, which commenced on the 29th September, 1927, and terminated on the 29th September, 1933, the outgoing tenant is claiming recovery of the drainage rate paid by him in respect of that part of the rate which is the owner's rate. The Land Drainage Act, 1930, s. 26 (iv) (*c*) provides that "the occupier of any hereditament shall be entitled to recovery from the owner thereof any amount paid by him on account of an owner's drainage rate." The covenant with regard to the payment of rates in the farm agreement is as follows: "To pay the landlord the said yearly rent clear of all deductions (except land tax, landlord's property tax and tithe rent-charge) at the times and in manner aforesaid, and to pay all other rates, taxes and outgoings which may become due in respect of the premises, together with the proportionate parts thereof up to the last day of the tenancy." There appears to be no provision such as is found in the Agricultural Holdings Act, 1933, i.e., "Notwithstanding any agreement to the contrary," nor, as in the case of Sched. A, Income Tax, a provision that a tenant is entitled to deduct such tax from the next payment of rent. The question arises therefore whether the farm agreement overrides s. 26 (iv) (*c*) of the Act, and prevents the tenant from reclaiming the "owner's rate."

A. We assume that the rates in question have not been levied as part of a general district rate (see s. 25), because, if they have been so levied, an occupier who has paid what is in fact an owner's rate will have no right to recover. As regards recovery under s. 26 (iv) (*c*), in view of the tenancy agreement clause, we think the question is doubtful, and, so far as we are aware, the point has not been decided. The tenant is entitled to include this item in his claim by virtue of the wording of s. 16 (1) of the Agricultural Holdings Act, 1923, and the arbitrator must decide the point in the first instance. We think it might be argued that the tenant (as occupier), having paid the occupier's share, is entitled upon paying the owner's share also to recover from the owner on the ground that this was not a usual tenant's rate but the cost of an "improvement for the benefit of the hereditament."

Bankruptcy of Company Secretary.

Q. 2930. A has been employed by a small private limited company as its chief traveller for some years under the terms of a service agreement with them. During the past three years he has also acted as secretary of the company, and in this capacity he also does the usual secretarial work and countersigns cheques as secretary. He receives no further remuneration as secretary and holds no shares in the company, and is not a director, and in so far as his secretarial duties are concerned, he conforms to the orders of the directors. A receiving order has been made against A and he has been adjudicated a bankrupt. The bankruptcy court examiner has informed A that he must not continue to act as secretary of the company. Can A without the consent of the court continue to act as secretary without infringing s. 142 of the Companies Act, 1929?

A. The bankruptcy court examiner apparently takes the view that A, by acting as secretary, "directly or indirectly takes part in or is concerned in the management" within the meaning of s. 142. The objection is probably based on the fact that he countersigns cheques, but A's duties appear to be purely ministerial, and his powers are more circumscribed than those of most secretaries of companies. Although this is a borderline case, the opinion is given that A can continue to act as secretary, without the consent of the court, and will not thereby infringe the Companies Act, 1929, s. 142.

Compensation of Irish Workman.

Q. 2931. A few months ago, our client, an Irishman, received an injury to his ankle while working in England. He received from his employers, for three weeks, weekly compensation under s. 9 of the Workmen's Compensation Act, 1925. At the end of that period he returned to his home in the Irish Free State to convalesce under proper care and attention, as he was unable to look after himself or keep himself on his weekly compensation. He intends to return to England to seek work as soon as he is fit to do so. His injury is not permanent, and he is willing to undergo a medical examination either near his home or, if his expenses are paid, in England. On his return to the Irish Free State, his employers ceased payment of the weekly compensation, relying on s. 16 of the Act of 1925. Please advise (1) whether the employers are, under the circumstances, justified in stopping payment, and, if so, and if the employee returns to England, (2) whether he will be entitled (*a*) to be paid while incapacitated in England, and (*b*) to recover the arrears unpaid during his incapacity in Ireland.

A. The cessation of payments was not authorised by the Workmen's Compensation Act, 1925, s. 16, as this only contemplates permanent absence, as laid down in *Harrison* v. *Dowling* [1915] 3 K.B. 218. A distinction is that the latter was a case of an Englishman who went abroad temporarily, whereas the present is the case of an Irishman who (after temporary residence in the United Kingdom) returns to his home elsewhere. Nevertheless the onus of proving that the workman has "ceased to reside" (within the above section) would be upon the employer, on an application by the workman for leave to issue execution. The first question is therefore answered in the negative, and the second does not arise, as the workman is entitled to recover the arrears, even while incapacitated in Ireland.

To-day and Yesterday.

LEGAL CALENDAR.

19 FEBRUARY.—Mr. Justice Shee died of apoplexy on the 19th February, 1868, in his sixty-fourth year, after little more than four years' service in the Queen's Bench. He was the first Roman Catholic judge in England after the Emancipation Act. A great favourite at the Bar, where his genial manners made him universally popular, "his manly bearing and untiring energy, his sound knowledge and his other excellent qualities were making him also conspicuous on the Bench," when sudden illness carried him off in the midst of apparent good health.

20 FEBRUARY.—Sir Herbert Jenner-Fust died at 1 Chesterfield-street, Mayfair, on the 20th February, 1852, and was buried at Chislehurst. Himself the son of a proctor of Doctors' Commons, he was called to the Bar at Gray's Inn and admitted an advocate of the Ecclesiastical and Admiralty Courts and a Fellow of the College of Doctors. After being the King's Advocate-General and Vicar-General to the Archbishop of Canterbury, he was, in 1834, appointed official Principal of the Arches and Judge of the Prerogative Court of Canterbury. In his old age, he became so infirm that he had to be carried in and out of court by two footmen.

21 FEBRUARY.—Sir James Altham died on the 21st February, 1617, after having been a judge of the Court of Exchequer for just ten years. He was buried in a chapel built by himself on his estate at Oxhey, in Hertfordshire. Sir Francis Bacon, as Lord Keeper, in appointing his successor, spoke of him as "one of the gravest and most reverend judges of this Kingdom." He does not seem to have got on very well with the great Coke, C.J., and once told him "that he was not such a maister of the lawes as he did take on him, to deliver what he list for lawe and despise all other."

22 FEBRUARY.—At the opening of the 18th century, military floggings were horrible in the highest degree. The infliction of a thousand lashes was a common punishment almost throughout the service. William Cobbett had already protested vigorously against this brutality, and on the 22nd February, 1811, John Hunt and John Leigh Hunt were tried for seditious libel in publishing an eloquent and emphatic denunciation of a practice which they declared degraded our troops in the face of the French whom they were fighting. Most ably defended by Brougham, and in spite of an adverse summing-up by Lord Chief Justice Ellenborough, they were acquitted.

23 FEBRUARY.—Lord Chief Justice Denman, the son of a successful medical practitioner, was born in London on the 23rd February, 1779.

24 FEBRUARY.—Sir John Pratt, Lord Chief Justice of the King's Bench, died at his house in Great Ormond-street on the 24th February, 1725. He had been a judge for over ten years and Chief Justice for seven, proving himself a sound lawyer and a man of inflexible integrity. At the Bar, his reputation had been that of "a man of parts, spirits, learning and eloquence" and one of the most able advocates of his time. He left behind him a son, Charles, who eclipsed his father's glory, grasping the Great Seal as Chancellor and entering the House of Peers as Lord Camden.

25 FEBRUARY.—"A very venerable judge," "a man famous in his generation," "a grave, learned, pious and prudent judge of great courage and patience in all proceedings." Such were the praises poured out by his contemporaries on Mr. Justice Hutton, who died on the 25th February, 1639, at Serjeants' Inn and was buried in St. Dunstan's-in-the-West, in Fleet Street. Although he delivered a judgment in favour of Hampden, it is hardly likely that he would have sided with the Parliament had he survived till the Civil War. His heir fell fighting for the King.

THE WEEK'S PERSONALITY.

Thomas Denman was born in Queen-street, near Piccadilly, and, in honour of so illustrious a birth, his native thoroughfare now bears the name of Denman-street. He was the only son of Dr. Thomas Denman, "the most eminent physician of his time in his particular branch of science," that of accoucheur, and it was only fitting that when such a father came to produce a child on his own behalf, it should be a *chef d'œuvre*. Young Denman entertained a passion for the theatre and for literature, admired Wordsworth and made walking tours (as they were then called) in North Wales and Dovesdale. When he set himself to conquer the legal world, his assets were a handsome face, a winning though shy manner, an exquisite voice of great compass and flexibility and a tall and active figure. He entered Lincoln's Inn, where he was called to the Bar in 1806. As an advocate, his highest performance was the part he took in the defence of Queen Caroline before the House of Lords. It won him unbounded popularity, but at the same time delayed his promotion by incurring for him the lasting resentment of the King. He was appointed Chief Justice of the King's Bench in 1832, and filled his place till ill-health forced his resignation in 1850.

FRESH AIR.

With the fresh air of February blowing through the open windows of Shoreditch County Court, Judge Konstam recently maintained even amidst the wheezing protests of bronchial jurors in waiting the necessity of a properly ventilated court where asphyxia was not the favourite form of death. Not his the tradition of that judge who caused a policeman to sit on a ventilator which could not be otherwise blocked. Rather he follows the preferences of Mr. Justice Day, who had a liking for the maximum of air in his court, and who on his retirement received a letter from Lord Brampton recalling how they had "sat together in peaceful dignity in sometimes *too much ventilated courts*." Lord Brampton, of course, carried the normal judicial love of a stuffy atmosphere as far as it had ever been carried, explicitly expressing a preference for suffocation to chill on the ground that "it was a slower death." Seconded by his faithful clerk Keating, he kept the most insidious draughts at bay and "Shut the door, Keating—there's a draught here" became a well-worn phrase.

NEW "SILKS."

The new "silks" have made their initiatory bows with all due ceremony and so much bending from the waist must be equal to several hours of physical training. Even in these days of super-simplified procedure, no judge seems to have thought of again dealing with them *en masse* after the method of Lord Mersey, who lined up the new leaders together in the front row and asked them the comprehensive question: "Do you or any of you move?" In answer, they all bowed together like a row of automatons and hastened out of the presence of the expeditious judge. Probably the most remarkable introductory pilgrimage ever performed by a new "silk" was Lord Carson's, gone through in splendid isolation after sheer force of circumstances had forced Lord Herschell, the Liberal Chancellor, to confer on him, out of due time, the silk gown which at the normal season he had refused on an unworthy technical pretext. It is not likely that many leaders realise that their full dress trappings are a perpetuation of the court mourning worn for William's Mary.

CLARKE HALL LECTURES ON CRIME PROBLEMS.

On Monday, 19th March, the Archbishop of York will deliver in the Hall of Gray's Inn, the first of a series of lectures on the problem of crime and the contribution that can be made to its solution by remedial treatment of young offenders. The Lord Chancellor will preside, and admission is limited to those holding invitation cards. These lectures have been inaugurated to commemorate the life and work of the late Sir William Clarke Hall, who was a Metropolitan magistrate and a pioneer of juvenile courts and probation.

Obituary.

SIR ARTHUR JENNINGS.

Sir Arthur Oldham Jennings, Registrar of the Brighton and Lewes County Court and of the Brighton District Registry of the High Court since 1884, died at Hove on Friday, 16th February, at the age of seventy-eight. He was educated at University College, London, and was admitted a solicitor in 1878. He had been President of the Association of County Court Registrars since 1920, and a member of the County Court Rule Committee since 1928. He received the honour of knighthood in 1932.

MR. H. G. L. DAVIDSON.

Mr. Henry George Lindsay Davidson, barrister-at-law, of Essex-court, Temple, and Palace-chambers, Westminster, died on Monday, 19th February, in his sixty-second year. Mr. Davidson, who was a member of the Middle and Inner Temples, was called to the Bar in 1905. He held the rank of Major in the IVth King's Own Militia, and was also a Member of the Court of the Saddler's Company.

MR. G. DICKINSON.

Mr. George Dickinson, retired solicitor, of Lamplugh, Cumberland, died on Friday, 9th February. Mr. Dickinson, who was first cousin to the late Sir John Dickinson, Chief Metropolitan Magistrate, was a partner in the firm of Messrs. Hill, Dickinson & Co., solicitors, of Liverpool.

MR. W. H. BRIGGS.

Mr. William Hollis Briggs, solicitor, of Derby, died at his home at Mackworth on Saturday, 17th February, in his seventy-ninth year. He was admitted a solicitor in 1878. Mr. Briggs had been President of Derby Club and of the Derbyshire Golf Club.

MR. G. R. THORNE.

Mr. George Rennie Thorne, retired solicitor, formerly Liberal M.P. for East Wolverhampton, died at Wolverhampton on Tuesday, 20th February, at the age of eighty. Mr. Thorne was educated at Tettenhall College, and was admitted a solicitor in 1876. He was senior partner in the firm of Messrs. G. R. Thorne, Sons & Co., of Wolverhampton. He was first elected for East Wolverhampton as a Liberal at a by-election in 1908, and he held the seat until he retired in 1929. From 1919 to 1923 he was Chief Independent Liberal Whip, and he then became Vice-Chairman of the Liberal Parliamentary Party. He was Mayor of Wolverhampton in 1902-3.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

Canonisation of Sir Thomas More.

Sir,—It would be of very great interest to Catholic solicitors and barristers—and probably to non-Catholics also—to know that the Society of Our Lady of Good Counsel which renders free legal assistance to poor people, irrespective of creed, is forwarding a petition to Rome (The Pope) signed by Catholic solicitors and others, to hasten the canonisation of Sir Thomas More, one time Lord Chancellor of England.

There appears to be a great respect for his memory not only amongst the Catholic members of the legal profession, but non-Catholics as well, and if you could give the matter notice in your journal so that Catholic solicitors and barristers are made aware of it, I should be much obliged.

P. HARRINGTON EDWARDS.

Southampton-street, W.C.2.
20th February.

Notes of Cases.

High Court—Chancery Division.

In re **Harrison: Public Trustee** *v.* **Best.**
Clauson, J. 22nd January, 1934.

Donatio mortis causa—DELIVERY OF KEY ON DEATH-BED—RETURN OF BOX TO BANK—TESTAMENTARY INTENTION—TREASURY NOTES—NO EFFECTUAL GIFT *mortis causa*.

On Monday, 14th April, 1933, the testator, being then very ill, made a codicil to his will, by which he left his business to his daughter, Mrs. Best, and on the following Saturday he died. On the same Monday he called for his two daughters Mrs. Best and Mrs. Hawkins. He was in bed, and had by his side a deed box which was not locked, and at his request Mrs. Best handed to him his bunch of keys, and after having handed them back to her he showed her which was the key which would open the box, and said: "If anything happens to me go to the bank and get this box. You will find four brown paper parcels which I leave you responsible for handing out. One is for you and the others are for the people they are addressed to." Mrs. Best then locked the box and put the key in her handbag. The testator then had another heart attack and Mrs. Best then put the box in the testator's bedroom. On Tuesday the following day, the testator asked Mrs. Hawkins where the box was, and was told that Mrs. Best had locked it in the wardrobe. Mrs. Best then asked the testator what he wanted done with the box, and he said it could go back to the bank. Mrs. Best accordingly took it to the bank and handed it over the counter with the words: "Mr. Harrison's deed box returned," but she kept the key of it in her possession. After the testator's death the box was opened by the said key. The box contained four parcels, one contained 1,100 £1 Treasury notes marked, "The property of Mrs. Helen Hawkins." The other three parcels each contained 500 similar notes, and marked, "The property of Mrs. Mabel Best," "The property of Mrs. Blanche Hawkins" and "The property of Mrs. Louisa Davis." This summons asked whether the testator made an effectual *donatio mortis causa* of the parcels.

CLAUSON, J., said the delivery of the key in the circumstances did not constitute such a delivery as was essential for the purpose of establishing a valid *donatio mortis causa*. The testator was telling his daughter to get possession of the parcels after his death and to distribute them in a particular way, and he was giving her by the delivery of the key what he thought was sufficient means of getting possession of them. There was no element of gift, but there was an element of testamentary intention that his daughter should administer a certain part of his assets on the lines which would be indicated to her by what she would find in the deed box, an intention to which effect could only be given by a properly executed will. There was no such delivery as was essential to constitute a gift either *inter vivos* or *mortis causa*. There would be a declaration that the testator did not make an effectual *donatio mortis causa* of any of the four parcels of notes.

COUNSEL: *Wilfrid Hunt, Sir Gerald Hurst*, K.C., and *J. J. Stone; Cyril J. Radcliffe; R. O. Wilberforce* and *E. J. Heckscher; F. K. Archer*, K.C., and *Donald Cohen*.

SOLICITORS: *Russell & Arnholz; Coburn & Co.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Queen Anne's Bounty *v.* **Executors of William Blacklocks.**
Lord Hewart, C.J., Avory and Charles, JJ.
30th January, 1934.

TITHE—ARREARS—"NOT MORE THAN TWO YEARS' ARREARS" RECOVERABLE AT ANY TIME—*Quantum* NOT TIME—TITHE ACT, 1836, 6 & 7 Will. 4, s. 81—TITHE ACT, 1891 (54 Vict. c. 8), s. 10 (2).

This was an appeal by the Governors of Queen Anne's Bounty from a decision of Judge Clements, given at Ashford

(Kent) County Court on the 4th December, 1933, whereby he refused to give directions to his officer to levy distress on the lands of the respondents, the executors of William Blacklocks, deceased, for £17 5s. 8d. in respect of tithe rent-charge for three consecutive half-years ending on the 1st October, 1931, payable under an order made by Judge Clements on the 2nd May, 1932. The application by Queen Anne's Bounty to enforce the order of May, 1932, was made to the officer of the county court in November, 1933. The county court judge, following a previous decision given by him, held that on the construction of the proviso to s. 81 of the Tithe Act, 1836, the applicants could only recover two years' arrears *at the moment of distress*, and that as the arrears in the present case—the last being due for tithe in respect of the period up to the 1st October, 1931, and the application to distrain being made in November, 1933—fell outside that two-year period they were statute barred and could not, therefore, be recovered. The words of the proviso to s. 81 of the Tithe Act, 1836, are: " . . . provided that not more than two years' arrears shall at any time be recoverable by distress." The appellants contended that the words " not more than two years' arrears " referred to *quantum* and not to time, and said that, having brought their proceedings for the original order of May, 1932, within the two-year limitation period prescribed by s. 10 (2) of the Tithe Act, 1891, they were entitled to have that order enforced.

Lord HEWART, C.J., said that the argument for the respondents was that the words " not more than two years' arrears " meant " not more than the last two years' arrears, the time counting from the time of the distress." He (his lordship) did not think that that contention was sound. Section 81 of the Tithe Act, 1836, he thought, was dealing with the *quantum* that was to be recovered, and not with time. That which might be recovered by distress was " not more than two years' arrears," and there was nothing in the section which limited those two years to the period immediately antecedent to the date of the distress. But the Act of 1891 did introduce a time limit—a time limit for proceedings. By s. 10 (2) of that Act: " A sum on account of tithe rent-charge shall not be recoverable under this Act unless proceedings for such recovery have been commenced before the expiration of two years from the date on which it became payable." The present proceedings were in time under that section, and the Governors of Queen Anne's Bounty were therefore entitled to ask for an order for recovery by distress of the arrears payable under the order of May, 1932. The county court judge was in error in the opinion which he expressed, and in dismissing the application which was made to him. The appeal would be allowed, and the case remitted to the judge with the opinion of the Divisional Court that he should direct the officer of the court duly to fulfil the order made by him (the county court judge) on the 2nd May, 1932.

AVORY and CHARLES, JJ., gave judgment to the same effect. Leave to appeal was granted, but a stay of execution was refused.

COUNSEL: *Singleton*, K.C., and *P. E. Sandlands*, for Queen Anne's Bounty; *Pritt*, K.C., *Ashton W. Roskill* and *Miss E. M. Cross*, for the respondents.

SOLICITORS: *Fielding & Pembrook*, Canterbury; *Edward F. Iwi*.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

In the Estate of Leguia (deceased); *ex parte* Ashworth; *ex parte* Meinertzhagen.

Sir Boyd Merriman, P. 20th December, 1933.

PROBATE—ADMINISTRATION *cum testamento annexo* PASSING OVER EXECUTOR—INSOLVENT ESTATE—SOLE SURVIVING EXECUTOR FOREIGNER FAILING TO PROVE—ABSENCE OF CITATION OR RENUNCIATION—JOINT GRANT TO CREDITORS —21 HEN. 8, c. 5, s. 3; SUPREME COURT OF JUDICATURE (CONSOLIDATION) ACT, 1925 (15 & 16 GEO. 5, c. 49), s. 162; ADMINISTRATION OF JUSTICE ACT, 1928 (18 & 19 GEO. 5, c. 26), s. 9; ADMINISTRATION OF ESTATES ACT, 1925 (15 GEO. 5, c. 23), ss. 5, 55.

These were motions by creditors applying for a joint grant of letters of administration with the will annexed to the estate of the deceased, a Peruvian, who died in Peru, domiciled in that country, in February, 1932, leaving a will, dated 31st January, 1932. The sole surviving executor was a son of the deceased. The estate, which was insolvent, included English assets of the value of approximately £15,000, accruing under life assurance policies, which were the subject of pending Chancery proceedings. Neither legatees, nor the executor, who had been in England in October, 1933, had taken steps to obtain representation. The executor who would have derived no benefit from taking a grant had withdrawn a retainer from a firm of English solicitors with the intention of leaving the country without taking probate. The executor had not renounced, nor had he been cited by advertisement or otherwise to take probate. The applicants now moved for a grant on the ground of special circumstances under s. 162 of the Judicature (Consolidation) Act, 1925, as amended by s. 9 of the Administration of Justice Act, 1928. It was submitted that, although the present circumstances were not covered by s. 5 of the Administration of Estates Act, 1925, which laid down statutory conditions for passing over an executor, yet since the statute 21 Hen. 8, c. 5 (Probate and Administration, 1529), which was repealed by the Administration of Estates Act, 1925, there had been a general discretionary power in the court, upon which it could act where an executor refused to prove a will. There were authorities under the former s. 73 clearly indicating the principles acted upon by the court prior to 1925, and there was the same power under existing legislation.

Sir BOYD MERRIMAN, P., in giving judgment acceding to the application, said that the court had an inherent power to grant letters of administration with the will annexed, notwithstanding the absence of the statutory precedents for divesting the executor of his rights. The present case was within the recognised exceptions to the almost invariable rule that an executor must be cited before administration could be granted with the will annexed, but the present decision must not be taken as any justification for relaxing the practice in ordinary cases of giving an executor the opportunity of appearing by formal notice. There would be a joint grant to the applicants as prayed.

COUNSEL: *Noel Middleton*, for the creditor Ashworth; *Bayford*, K.C., and *Tyndale*, for the creditor Meinertzhagen.

SOLICITORS: *Field, Roscoe and Co.*, for *Alsop, Stevens & Collins Robinson*, Liverpool; *Coward, Chance and Co.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Grubb *v.* Grubb.

Sir Boyd Merriman, P., and Langton, J. 17th January, 1934.

HUSBAND AND WIFE—WILFUL NEGLECT TO MAINTAIN—SEPARATION—OFFER OF HOME WITH HUSBAND'S MOTHER REFUSED—PREVIOUS SUMMONS FOR DESERTION DISMISSED —SUBSEQUENT OFFER OF WIFE TO RETURN TO HUSBAND AT MOTHER'S HOME—HUSBAND'S REFUSAL—*Res judicata* —CASE REMITTED FOR CONSIDERATION OF *bonâ fides* OF WIFE'S OFFER.

The husband appealed from an order of the Birmingham justices, dated 24th October, 1933, finding him guilty of wilful neglect to maintain and directing him to pay the wife 25s. per week for the maintenance of herself and the younger child of the marriage. The parties were married in 1929, in which year the elder child was born. There were disagreements and the parties separated. In June, 1932, the wife took out a

summons on the ground of desertion. This was dismissed upon the wife's admission that the husband had offered her a home with his mother which the wife had refused. At the hearing of the present summons for wilful neglect to maintain the wife gave evidence to the effect that, after the previous summons had been dismissed she had offered to go back to the husband at his mother's house, but that he had refused to have her back. That he paid her 5s. per week. That marital relations frequently took place between them as a result of which a child was born in 1933. That in April, 1933, the husband stopped payment of 5s. per week. The evidence of the husband was that he had refused to support his wife because she would not live with him at his mother's house. The justices' reasons stated that the husband had admitted that he had failed to support his wife and children apart from his mother's home; the wife was not compelled to live unhappily under those conditions; the defence that the wife had committed adultery had not been proved. The husband appealed on the grounds that the decision was wrong in law and against the weight of the evidence, and that the justices had been wrong to take into consideration matters which were *res judicata*.

Sir Boyd Merriman, P., in giving judgment, said that the case would be remitted to the justices for specific consideration of the question whether there was a *bonâ fide* offer of the wife to return to the husband made subsequently to the dismissal of the earlier summons.

Langton, J., agreed.

Counsel: *L. A. Blundell*, for the husband appellant; *A. Richard Ellis*, for the wife respondent.

Solicitors: *Augustus W. Dickson*, Birmingham; *W. J. Pitman*, for *Charles C. Ladds*, Birmingham.

[Reported by J. F. Compton-Miller, Esq., Barrister-at-Law.]

E. *v.* E. otherwise C.

Sir Boyd Merriman, P. 22nd January, 1934.

Nullity—Respondent Woman's Admitted Incapacity—Decree—Petition for Maintenance—Compassionate Allowance—Order *dum sola* and subject to Review within Two Years—Costs—Supreme Court of Judicature (Consolidation) Act, 1925 (15 & 16 Geo. 5, c. 49), s. 190.

This was a motion on behalf of a woman respondent to a nullity petition to vary the report of the registrar and for an order for an allowance in the following circumstances: The marriage ceremony was in September, 1923. In December, 1931, the man presented a petition for a declaration of nullity on the ground of the woman's incapacity. Interrogatories were administered to the respondent in answer to which she admitted that the marriage had not been consummated owing to her own invincible repugnance. The suit was undefended and a decree *nisi* pronounced, which was made absolute on the 24th July, 1933. On 1st August, 1933, the respondent presented a petition for maintenance under s. 190 of the Judicature (Consolidation) Act, 1925. The registrar's report stated that the respondent was living at her parents' home and was still apparently in the same monetary position as before the ceremony of marriage; she had no means and said she could not get work. The man had nothing but his earnings of just under £4 per week. That there was no reported authority which directly supported the woman's application. On behalf of the woman it was submitted that the court had power to make a compassionate allowance on the merits under s. 190, and had often done so in such cases. The present was a case for an allowance. On behalf of the man it was submitted that prior to the Matrimonial Causes Act, 1907, even a female petitioner for nullity, on obtaining a decree, could not claim maintenance. Since that Act there was only one reported case of the exercise of the court's discretion in favour of a female respondent found to be incapable, viz., *Gullan* v. *Gullan* [1913] P. 160, but it was hardly in point, as in that case both parties were found to be incapable.

Sir Boyd Merriman, P., in giving judgment varying the report, directed that the petitioner should pay to the respondent 10s. per week from the date of the order. The order would be limited *dum sola* and subject to review in not more than two years' time. The respondent would have her costs.

Counsel: *C. P. Talbot-Ponsonby*, for the applicant respondent; *H. W. Barnard*, for the petitioner.

Solicitors: *Grant, Davies & Co.*; *Mason & Co.*

[Reported by J. F. Compton-Miller, Esq., Barrister-at-Law.]

Irving's Yeast-Vite Limited *v.* Horsenail.

In the report of the above case at 78 Sol. J. 102 we omitted to state that the Solicitors for the appellants were Messrs. Jacobson, Ridley & Co.

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Parliamentary News.

Progress of Bills.

House of Lords.

Arbitration Bill.
Read Second Time. [15th February.

Assessor of Public Undertakings (Scotland) Bill.
Read First Time. [15th February.

County Courts (Amendment) Bill.
Read Third Time. [20th February.

Diseases of Fish Bill.
Read Second Time. [21st February.

Ministry of Health Provisional Order (Belper) Bill.
Read Second Time. [21st February.

Ministry of Health Provisional Order (North Buckinghamshire Joint Hospital District) Bill.
Read Second Time. [21st February.

Public Works Facilities Scheme (Huddersfield Corporation) Bill.
Read Second Time. [20th February.

Supply of Water in Bulk Bill.
Read First Time. [20th February.

House of Commons.

Aire and Calder Navigation Bill.
Reported, with Amendments. [21st February.

Coal Mines Bill.
Read First Time. [15th February.

Dyestuffs (Import Regulations) Bill.
Reported, without Amendment. [15th February.

Exportation of Horses Bill.
Read First Time. [20th February.
Ministry of Health Provisional Order (Crosby, Litherland and Waterloo Joint Cemetery District) Bill.
Reported, with Amendments. [21st February.
Ministry of Health Provisional Order (Rochester, Chatham and Gillingham Joint Sewerage District) Bill.
Reported, with Amendments. [21st February.
Ministry of Health Provisional Order (Wirral Joint Hospital District) Bill.
Reported, with Amendments. [21st February.
Public Works Facilities Scheme (Boston Corporation) Bill.
Read First Time. [20th February.
Public Works Facilities Scheme (Huddersfield Corporation) Bill.
Read Third Time. [19th February.
Registration and Regulation of Osteopaths Bill.
Read First Time. [21st February.
Registration of Births, Deaths and Marriages (Scotland) (Amendment) Bill.
Read Second Time. [16th February.
Sale of Fish on Commission Bill.
Read Second Time. [16th February.
Status of Judges Bill.
Read First Time. [21st February.
Unemployment Bill.
In Committee. [20th February.

Questions to Ministers.

INTESTATES' ESTATES.

Mr. NORTH asked the Financial Secretary to the Treasury in how many cases during each of the past eight years the estates of intestates dying in England and Wales have passed to the Crown on the grounds that relatives more remote than first cousins are now excluded from the distribution of intestates' estates under the Administration of Estates Act, 1925; and what has been the aggregate amount so received in each of these years.

Mr. HORE-BELISHA: I regret that the information desired is not available. My hon. Friend will appreciate that the absence of a claim does not necessarily denote the non-existence of relatives remoter than first cousins. I have no grounds for believing, however, that the cases in question are numerous or involve a substantial amount in the aggregate.

Societies.

Solicitors' Managing Clerks' Association.

SOME POINTS ON THE RENT RESTRICTION ACTS.

His Honour Judge HARGREAVES took the chair at a meeting of this Association held at Inner Temple Hall on the 16th February, and Mr. Percy R. Hollins delivered a lecture on some of the changes worked by the 1933 Rent Act in the present law.

Mr. Hollins qualified his remarks with the caution that, until some concrete High Court decisions were given, most of the interpretation of the Acts would rest on surmise. After dealing with the definitions, he said that the Act had been passed to embody the conclusions of the Departmental Committee of 1931, which had considered that decontrol was in some cases proceeding too fast, in other cases at a satisfactory rate, and in a third group of cases too slowly. It had therefore divided the houses into three classes, A, B and C. The A class were fairly easily decontrollable, but two conditions had to be fulfilled: the annual amount of recoverable rent on the appointed day and the rateable value on the appointed day must exceed £45 in the Metropolitan Police District or the City of London, and £35 in the provinces. The landlord might accept rent or mesne profits after serving his notice without invalidating the notice, and might subsequently drive a bargain on different terms from those set out in it.

Section 1 (6) would, he said, probably give rise to difficulty. It laid down that, where upon expiration of the notice the tenant ceased to be entitled by virtue of the present Act to retain possession of a dwelling-house, the provisions of the Landlord and Tenant Act, 1927, should apply in respect of premises as if they had been held under a lease as defined by that Act and terminated by that notice. The point had arisen whether the sub-section referred to residential premises or to combined residential and business premises. Mr. Hollins submitted that it only referred to the latter class, and dealt at length with the arguments for his view. Class B houses, he continued, were left by the Act to the gradual process of decontrol under s. 2 of the 1923 Act. Class C houses were the darling of the Act and would undoubtedly cause the greatest difficulty. These houses, with a rateable value of not more than £20 in London and £13 in the provinces, would remain controlled until the 24th June, 1938, the day fixed—perhaps optimistically—for the cessation of all control. The difficulty would probably arise, said Mr. Hollins, from the very curious proviso contained in s. 1 (1) (2), and gave two examples by way of illustration.

A tenant, he suggested, who had been in possession of premises since July, 1923, the rateable value of which was over £45 on the appointed day, had split them up into three separate dwelling-houses with direct tenants: one at a rent of £21 a year, the second at a rent of £15 a year, and the third at a rent of £12 a year. They would be decontrolled when both the annual amount of recoverable rent was over £45, and the premises were a dwelling-house within the Acts immediately before the passing of the present Act. In the present case the sub-section would not apply and the premises would not be decontrolled. What, he asked, was the landlord to do? It was to be inferred, though it was not directly laid down, that he must apply to the county court for an apportionment order of the rateable value under s. 12 (3) of the 1920 Act to see if the rateable value in any case exceeded £20, which would put the house into Class B. If, on the other hand, the premises had been sub-divided since 1923 by the tenant, the landlord might be in a far better position. If the rateable value on the appointed day was over £45, he could get rid of his immediate tenant and the sub-tenants would become his immediate tenants. He could always obtain possession of the Class B houses even under the 1933 Act, but he could now obtain possession, under the decontrolling provisions of the 1923 Act, of the Class C houses, for s. 2 applied if the letting which constituted the part a separate dwelling-house was a sub-letting effected by a person who at the date of the sub-letting was entitled by virtue of the Rent Acts to obtain possession. Mr. Hollins admitted, however, that some authorities took a different view.

THE DECONTROL REGISTER.

A Decontrol Register had, he said, been set up before July, and registration had been required before October by the landlord of any premises which he claimed were decontrolled before the Act and were Class C premises. In certain cases the authorities refused to register premises as Class C premises, and the remedy might be by application to the county court. This curious register did not, however, seem to get the landlord much further. If he claimed that the premises were decontrolled, it was a *sine qua non* that he must have registered them, but the mere fact of registration did not effect the decontrol; the certificate was merely evidence that he had registered them as decontrolled. If the landlord was out of time he could still register by means of an excuse certificate. A conflict was bound to arise on the question of exactly what the effect of registration would be. The Act said that if the principal Acts had ceased to apply to the dwelling-house before the passing of the present Act, s. 2 of the Act of 1920 should, notwithstanding anything in the last foregoing section, apply to the dwelling-house as from the day when the application was made. The only benefit would apparently be that the landlord might in the future have a chance of decontrolling the premises. Mr. Hollins did not think that this was the intention of the section, but that the real meaning was that as from the date of registration the premises were decontrolled; he quoted the authority of Judge Crawford in *Maggs* v. *Rickold*, tried on 9th January.

The new Act, he continued, gave the landlord one or two new grounds of possession. He could take possession if he could prove overcrowding dangerous or injurious to health, or if he desired the premises for the occupation of a father or mother, or if he could offer suitable alternative accommodation at the date that the order or judgment took place. He must produce the certificate of the local housing authority that the accommodation was suitable, and this also provided evidence of the existence of the accommodation. Profiteering was dealt with under a section which allowed the landlord to recover possession if in the opinion of the court an excessive charge was made for sub-letting. The court might make an apportionment of the standard rent as between the whole dwelling-house and the sub-let part, and a tenant who persisted in profiteering was liable to a fine of £100. A sub-letting tenant must furnish the landlord with full particulars in writing within fourteen days of sub-letting. The court could determine the standard rent of a dwelling-house, the ratio being the standard rent for similar dwelling-houses in the neighbourhood. As, however, this power was confined to proceedings in which the standard rent had to be determined, it was of little practical value. The court could call for the rent-book and direct the registrar or the clerk to

correct any entries which purported to show the tenant in arrears in respect of any sum which the court had determined to be irrecoverable.

A meeting will be held on Friday, 2nd March, in the Lincoln's Inn Hall, by kind permission of the Benchers, when Master Pretor W. Chandler will deliver a lecture on "A day in Chancery Chambers." The chair will be taken at 7 o'clock precisely by The Hon. Mr. Justice Bennett. The meeting ends at 8 p.m.

The Hardwicke Society.

An ordinary meeting of the Society was held in the Middle Temple Common Room on Friday, 9th February. The Vice-President, Mr. A. Newman Hall, took the chair at 8.20 p.m. In public business Dr. Gerald Slot moved: "This House approves of the Report of the Departmental Committee upon Sterilisation." Mr. J. A. Petrie opposed. There spoke to the motion Mr. Thorne, Mr. Scholefield, Prince Lieven, Mr. R. Jones, Mr. Holford Knight, Mr. Douglas, Mr. Ifor Lloyd (ex-President), Mr. Stride (Hon. Treasurer), and the Hon. Proposer in reply. On a division the motion was won by eleven votes.

An ordinary meeting of the Society was held in the Middle Temple Common Room on Friday, 16th February. The President, Mr. Lynn Ungoed Thomas, took the chair at 8.15 p.m. In public business Mr. D. C. L. Potter moved: "This House welcomes the Report of the Business of the Courts' Committee." Mr. G. Tyndale (ex-President) opposed. There spoke to the motion Mr. Granville Sharp (ex-President), Mr. Stogdon, Mr. Latey, Mr. Petrie, Mr. Mayers (Hon. Secretary), Mr. Talbot Dyer, Mr. Scholefield, Mr. Howard, Mr. Baden Fuller, Mr. Simmons, Mr. Douglas, Mr. Thorne, and the Hon. Proposer in reply. On a division the motion was lost by twelve votes.

General Council of the Bar.

ELECTION RESULT.

The following twenty-four candidates have been duly elected members of the Council:—Mr. R. E. L. Vaughan Williams, K.C., Mr. J. M. Gover, K.C., Mr. J. F. W. Galbraith, K.C., M.P., Sir Walter Greaves-Lord, K.C., M.P., Mr. F. K. Archer, K.C., Mr. Charles Doughty, K.C., Mr. W. P. Spens, K.C., M.P., Mr. Arthur Morley, K.C., Mr. F. J. Tucker, K.C., Mr. C. Paley Scott, K.C., Mr. Wilfrid M. Hunt, Mr. C. N. Tindale Davis, Mr. C. W. Turner, Mr. J. H. Stamp, Mr. W. D. Mathias, Mr. George F. Kingham, Mr. Albert Crew, Mr. J. L. Pratt, Mr. A. W. Cockburn, Mr. R. T. Monier-Williams, Mr. W. A. Macfarlane, Mr. J. Reginald Jones, Mr. Eric Cuddon, and Mr. G. R. Upjohn.

University of London Law Society.

The University of London Law Society had a good gathering of old and new members on Tuesday, at Gower-street, on the occasion of the ever-popular hardy annual, the ex-Presidents' evening. Mr. A. Goodman, LL.B., the President, was in the chair. The motion for debate was "That this house is of the opinion that the cinema exercises a pernicious influence on our daily life." Messrs. Hobley and Hales, barristers-at-law, were for the affirmative, and Messrs. Morton and Landau, barristers-at-law, for the negative. An enlivening discussion followed, and the motion was carried by fifteen votes to fourteen.

Gray's Inn Debating Society.

The fourth meeting of the year was held in Gray's Inn Common Room, at 8.15 p.m. on Friday, 16th February, when a joint debate with the Bank of England Debating Society took place, the President being in the chair. The motion for debate was: "That the League of Nations has failed to justify its existence." This motion was proposed by Mr. W. B. Hillkirk (B. of E. D. S.), after the President had briefly welcomed the visiting society, and it was opposed by Mr. J. W. J. Cremlyn (Ex-President); Mr. L. Lieven spoke third, and Mr. W. S. Hyett (B. of E. D. S.) spoke fourth. On the motion being thrown open to the house, Mr. A. L. Redgrove (Hon. Secretary, B. of E. D. S.), Miss J. M. Bernal Greenwood, M.B.E., and Capt. O. H. Cooke, M.C. (a guest), spoke against it, after which the proposer replied. The motion was rejected by ten votes to two, the number of members of the two societies and guests present being fourteen.

The next meeting of the Society will be held in Gray's Inn Common Room, at 8.15 p.m. on Thursday, 1st March, when a visitors' debate will take place, the motion being "That the peace of Europe can be best secured by revision of the Peace Treaties of 1919 and 1920." This motion will be proposed by Lt.-Col. T. C. R. Moore, C.B.E., M.P., and opposed by Mr. A. R. Wise, M.P.

United Law Society.

A meeting of the United Law Society was held on 19th February, in Middle Temple Common Room. Mr. George Bull proposed a motion in favour of legislation to make the organisers of hunger marches liable criminally for the ensuing breaches of the peace, and civilly for the ensuing damage to property and extra expense to local authorities. Mr. F. H. Butcher opposed. Messrs. H. S. Palmer, J. H. Vine Hall, R. J. Plowman, R. W. Bell, J. B. Burke and J. C. Habershon spoke, and Mr. Bull replied. The motion was carried by seven votes.

The Birmingham Law Society.

The Annual General Meeting of the Society will be held at the Library, on Wednesday, the 28th February, at 3 o'clock in the afternoon, to receive the report of the Committee for 1933, and the Treasurer's accounts for the same period; to instal the President and officers for 1934; to elect auditors for 1934; to fill vacancies on the Committee; and for the transaction of other business.

The retiring members of the Committee are Messrs. E. Evershed, C. H. Saunders, F. H. C. Wiltshire, S. Morris, Lyon Clark, A. J. Hatwell, A. J. Gateley and H. W. Lyde, of whom the five first named have been nominated by the Committee for re-election, and the three last named are ineligible for re-election until the annual meeting in 1935.

Members are reminded that the Law Library will be closed to readers and no books will be issued from 2.45 p.m. until 4.30 p.m. on that day.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room, on Tuesday, 20th February (Chairman, Mr. P. H. North Lewis), the subject for debate was "That this House is in favour of the adoption of the Second Interim Report of the Business of the Courts Committee." Mr. L. F. Sturge opened in the affirmative. Mr. E. F. Iwi opened in the negative. The following also spoke: Messrs. E. M. Wolfe, W. M. Pleadwell, P. W. Iliff, E. V. E. White, J. R. C. Carter, W. L. F. Archer, P. Dean. The opener having replied, the motion was lost by one vote.

University of London: King's College.

FACULTY OF LAWS.

Two public lectures on "Some Difficulties of Law Reform" will be delivered on the following Thursdays at 5.30 p.m.:—

8th March.—"Dangers of Codification," by Sir Charles Odgers, M.A., B.C.L., sometime Judge of the Madras High Court.

15th March.—"Difficulties of Conveyancing with Registered Titles," by H. Potter, Ph.D., LL.B.

Admission free without ticket.

The Auctioneers' and Estate Agents' Institute.

A sessional evening meeting of the members of this Institute will be held at 29, Lincoln's Inn Fields, W.C.2, on Thursday, 1st March, at 7 p.m., when a discussion will take place on a Paper, by Mr. Frank Hunt, C.V.O. (Fellow), entitled: "Some Aspects and Problems of Slum Clearance."

Legal Notes and News.

Honours and Appointments.

The Lord Chancellor has appointed Mr. FREDERICK EDWARD FARRER, to be one of the Conveyancing Counsel of the Supreme Court to fill the vacancy caused by the death of Mr. William Awdry Peck.

Mr. JOHN A. MCEVOY, K.C., of Toronto, has been appointed a Judge of the High Court in Ontario.

Mr. J. DOUGLAS GALE, LL.B. (Lond.), has been appointed Coroner for the Borough of Windsor. He was admitted a solicitor in 1926.

Mr. Norman C. Barraclough, LL.B. (Cantab.), has been elected Chairman of the Executive Council of the Society of Yorkshiremen in London and the Yorkshire Society for the ensuing year, in succession to Mr. J. C. Potter. Mr. Barraclough was admitted a solicitor in 1889.

Mr. A. E. Gilfillan, Deputy Town Clerk of Barnsley, has been chosen for the appointment of Deputy Town Clerk of Middlesbrough, in succession to Mr. A. C. Fox, who has been appointed Town Clerk of Barnes.

Mr. F. Edwards, Clerk and Solicitor to Malvern Urban District Council, has been selected for appointment as Clerk to Esher Urban District Council. Mr. Edwards was admitted a solicitor in 1930.

Mr. S. A. Stray, Assistant Solicitor to Twickenham Borough Council, has been chosen for appointment as Assistant Solicitor in the Department of the Town Clerk of Sutton Coldfield. He was admitted a solicitor in 1931.

Mr. A. J. A. Orme, solicitor, of Bristol, has been appointed Clerk to the Justices, Bristol. He was admitted a solicitor in 1926.

Professional Announcements.

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UNEMPLOYMENT IN THE PAINTING AND DECORATING TRADES.

The Minister's attention has again been drawn to the degree to which seasonal unemployment still persists in the painting and decorating trades.

Circular 1073 was issued on the 22nd January, 1930, urging local authorities to arrange that painting and other decorative work should be put in hand as far as possible during the winter months. While the response to this appeal has been gratifying, it is clear from the unemployment figures that much more could still be done in the matter of re-distributing orders so as to improve the prospects of employment during the winter months.

The Minister appeals to all local authorities for their continued co-operation in the policy outlined in Circular 1073 in the hope that increased opportunities for employment may be found during the next month or two.

WINTER ASSIZES.

The following days and places have been fixed for holding the Winter Assizes :—

Midland Circuit (2nd Portion): Horridge, J., Tuesday, 6th March, at Warwick. Horridge, J., and Commissioner Judge Kelly, Monday, 12th March, at Birmingham.

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in attendance on

Date.		Emergency Rota.	Appeal Court No. 1.	Group I. Mr. Justice Eve. Witness. Part I.	Mr. Justice Maugham. Non-Witness.
		Mr.	Mr.	Mr.	Mr.
Feb.	26	Jones	More	*Ritchie	Andrews
,,	27	Ritchie	Hicks Beach	*Andrews	More
,,	28	Blaker	Andrews	*More	Ritchie
Mar.	1	More	Jones	Ritchie	Andrews
,,	2	Hicks Beach	Ritchie	*Andrews	More
,,	3	Andrews	Blaker	More	Ritchie
		Group I. Mr. Justice Bennett. Witness. Part II.	Mr. Justice Clauson. Non-Witness.	Group II. Mr. Justice Luxmoore. Witness. Part II.	Mr. Justice Farwell. Witness. Part I.
		Mr.	Mr.	Mr.	Mr.
Feb.	26	More	Blaker	*Jones	*Hicks Beach
,,	27	*Ritchie	Jones	Hicks Beach	*Blaker
,,	28	Andrews	Hicks Beach	*Blaker	*Jones
Mar.	1	*More	Blaker	Jones	*Hicks Beach
,,	2	Ritchie	Jones	*Hicks Beach	Blaker
,,	3	Andrews	Hicks Beach	Blaker	Jones

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 8th March, 1934.

	Div. Months.	Middle Price 21 Feb. 1934.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	109¾	3 12 11	3 7 8
Consols 2½%	JAJO	76¼	3 5 6	—
War Loan 3½% 1952 or after	JD	102¼	3 8 6	3 6 9
Funding 4% Loan 1960-90	MN	112¾	3 10 11	3 5 3
Victory 4% Loan Av. life 29 years	MS	109½xd	3 13 1	3 9 6
Conversion 5% Loan 1944-64	MN	117½	4 5 1	2 17 4
Conversion 4½% Loan 1940-44	JJ	110	4 1 10	2 15 9
Conversion 3½% Loan 1961 or after	AO	103	3 8 0	3 6 7
Conversion 3% Loan 1948-53	MS	98¼	3 1 1	3 2 6
Conversion 2½% Loan 1944-49	AO	93¾	2 13 4	3 0 5
Local Loans 3% Stock 1912 or after	JAJO	89¼	3 7 2	—
Bank Stock	AO	351½	3 8 3	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	79½	3 9 2	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	87½	3 8 7	—
India 4½% 1950-55	MN	109	4 2 7	3 14 10
India 3½% 1931 or after	JAJO	88½	3 19 1	—
India 3% 1948 or after	JAJO	76	3 18 11	—
Sudan 4½% 1939-73	FA	113	3 19 8	1 15 0
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 7 6
Tanganyika 4% Guaranteed 1951-71	FA	109	3 13 5	3 6 0
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	101	2 19 5	2 18 0
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	109½	4 2 2	3 4 1
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	106	3 15 6	3 13 11
*Australia (Commonw'th) 3¾% 1948-53	JD	100	3 15 0	3 15 0
Canada 4% 1953-58	MS	106	3 15 6	3 11 6
Natal 3% 1929-49	JJ	97	3 1 10	3 5 2
New South Wales 3½% 1930-50	JJ	98	3 11 5	3 13 4
New Zealand 3% 1945	AO	96	3 2 6	3 8 11
Nigeria 4% 1963	AO	107	3 14 9	3 12 3
Queensland 3½% 1950-70	JJ	98	3 11 5	3 12 0
South Africa 3½% 1953-73	JD	100	3 10 0	3 10 0
Victoria 3½% 1929-49	AO	98	3 11 5	3 13 4
W. Australia 3½% 1935-55	AO	98	3 11 5	3 12 8
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	87	3 9 0	—
Croydon 3% 1940-60	AO	95	3 3 2	3 5 9
Essex County 3½% 1952-72	JD	102	3 8 8	3 7 2
*Hull 3½% 1925-55	FA	100	3 10 0	3 10 0
Leeds 3% 1927 or after	JJ	87	3 9 0	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	100	3 10 0	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	75	3 6 8	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	88	3 8 2	—
Manchester 3% 1941 or after	FA	87	3 9 0	—
Metropolitan Consd. 2½% 1920-49	MJSD	93	2 13 9	3 1 3
Metropolitan Water Board 3% "A" 1963-2003	AO	90	3 6 8	3 7 6
Do. do. 3% "B" 1934-2003	MS	90½	3 6 4	3 7 2
Do. do. 3% "E" 1953-73	JJ	95	3 3 2	3 4 6
Middlesex County Council 4% 1952-72	MN	109	3 13 5	3 7 0
Do. do. 4½% 1950-70	MN	114	3 18 11	3 8 0
Nottingham 3% Irredeemable	MN	87	3 9 0	—
Sheffield Corp. 3½% 1968	JJ	102	3 8 8	3 8 0
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	106	3 15 6	—
Gt. Western Rly. 4½% Debenture	JJ	117½	3 16 7	—
Gt. Western Rly. 5% Debenture	JJ	128½	3 17 10	—
Gt. Western Rly. 5% Rent Charge	FA	125½	3 19 8	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	124½	4 0 4	—
Gt. Western Rly. 5% Preference	MA	111½	4 9 8	—
Southern Rly. 4% Debenture	JJ	106	3 15 6	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	106½	3 15 1	3 12 6
Southern Rly. 5% Guaranteed	MA	123½	4 1 0	—
Southern Rly. 5% Preference	MA	112	4 9 3	—

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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